

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

KONINKLIJKE PHILIPS N.V.,

Plaintiff,

v.

THALES DIS AIS USA LLC (F/K/A
GEMALTO IOT LLC F/K/A
CINTERION WIRELESS MODULES
NAFTA LLC); THALES DIS AIS
DEUTSCHLAND GMBH (F/K/A
GEMALTO M2M GMBH); THALES
USA, INC.; THALES, S.A.; CALAMP
CORP.; XIRGO TECHNOLOGIES,
LLC; LAIRD CONNECTIVITY, INC.,

C.A. No. 20-cv-1713-CFC

Defendants.

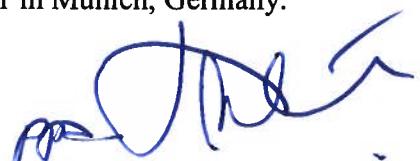
FIRST DECLARATION OF ROBERT ANTONITSCH

I, Robert Antonitsch, declare as follows:

1. I submit this Declaration on behalf of Thales DIS AIS Deutschland GmbH (“Thales”) in the above-captioned action.
2. I am a citizen of Germany, over 18 years old and resident of Holzkirchen, Bavaria, Germany.
3. I am Chief Accounting Officer of Thales, a position I have held for the past 9 years. In my capacity as Chief Accounting Officer of Thales, I am responsible for Accounting and have the knowledge, information, and authority to make this declaration.
4. Thales makes and sells wireless network access modules that implement the 3G UMTS and/or 4G LTE cellular communication standards (the “Thales Modules”).
5. Thales is and has always been willing to take a license to Koninklijke Philips N.V.’s (“Philips”) portfolio of patents that are declared as essential and/or potentially essential to the 3G UMTS and/or 4G LTE cellular communication standards (“Philips’ SEPs”) on fair, reasonable, and non-discriminatory (“FRAND”) terms and conditions.
6. I am authorized to declare and commit for the benefit of Thales and its parent and sister corporations that Thales will execute and abide by a worldwide license to Philips’ SEPs to make and sell the Thales Modules, whether sold separately or incorporated into the products of Thales’ customers, on such final FRAND terms and conditions as are determined by this Court. It is Thales’ understanding and expectation that this FRAND license between Thales and Philips will cover Thales and Thales’ parent and sister corporations, as well as Thales’ direct and indirect customers, including co-defendants CalAmp, Xirgo, and Laird, for their purchase of Thales Modules and for the sale of their own products that incorporate Thales Modules, without the need for them to take a separate license from Philips for their manufacturing and sale of products incorporating Thales’ Modules.

7. Nothing herein should be interpreted as a waiver by Thales regarding any defenses, claims, arguments, or rights that are available to Thales in this jurisdiction and in the relevant appellate courts. Thales further reserves and does not waive its right to challenge the infringement, validity, and enforceability of any of Philips' SEPs at any time and in any jurisdiction.

I declare under penalty of perjury and under the laws of the United States of America that the foregoing is true and correct. Executed on March 1, 2021 in Munich, Germany.



Signature

CERTIFICATE OF SERVICE

I hereby certify that on March 5, 2021, I caused the foregoing to be electronically filed with the Clerk of the Court using CM/ECF, which will send notification of such filing to all registered participants.

I further certify that I caused copies of the foregoing document to be served on March 5, 2021, upon the following in the manner indicated:

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/s/ Andrew M. Moshos

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